UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
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YOUNG ADULT INSTITUTE, INC., Plaintiff,

-against-

BOARD OF MANAGERS OF THE BENNETT CONDOMINIUM, BARRY I. SIEGEL, individually and as President of the Board of Managers of the Bennett Condominium, TUDOR REALTY SERVICES CORP., GARY I. KAHN, PHILIPPE LAMBERT, and ABBAS KASHANI,

Defendant.

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Docket No. 06 CV 15386

ANSWER

Defendant Philippe Lambert, by his attorneys Peter Axelrod & Associates, P.C., as and for his Answer to the Complaint respectfully alleges:

1. Denies the allegations contained in paragraphs 1, 7, 8, 43, 51, 55 and 58 of the Complaint.

2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 2, 4, 5, 6, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, 52, 53, 54, 56 and 57 of the Complaint.

3. Admits the allegations contained in paragraph 3 of the Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

4. The Complaint fails to state a cause of action.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

5. Defendant Philippe Lambert did not commit any unlawful act.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

6. Defendant Philippe Lambert did not act in concert with any party committing any illegal act.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

7. Defendant Philippe Lambert was not a party to any agreement or understanding to commit any unlawful act.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

8. Plaintiff's claims, in whole or in part, are barred and should be dismissed inasmuch as Plaintiff has not alleged or cannot prove the required elements of its claims.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

9. Defendant Philippe Lambert is a bona fide purchaser of Unit 203 of the Bennett Condominium.

AS AND FOR AN SEVENTH AFFIRMATIVE DEFENSE

10. Plaintiff's claims should be dismissed, in whole or in part, inasmuch as Defendant Philippe Lambert's decision to purchase unit 203 of the Bennett Condominium was not discriminatory and does not constitute discrimination.

11. Upon information and belief, the decision of the Defendant Board of Managers of the Bennett Condominium to exercise its right of first refusal and designate Defendant Philippe Lambert as purchaser of the aforesaid unit was justified, legitimate and bona fide based upon legitimate business reasons and business necessity.

AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE

12. Plaintiff's claims, in whole or in part, are barred or should be dismissed inasmuch Plaintiff lacks standing to bring the instant action.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

13. Defendant Philippe Lambert reserves the right to raise additional affirmative defenses or supplement affirmative defenses already raised herein as discovery progresses.

AS AND FOR A CROSSCLAIM

Crossclaimant Philippe Lambert (hereinafter "Crossclaimant"), through his attorneys, Peter Axelrod & Associates, P.C., as and for a crossclaim against Crossclaim-Defendant Abbas Kashani (hereinafter "Crossclaim-Defendant") alleges as follows:

INTRODUCTION

1. Crossclaimant crossclaims against Crossclaim-Defendant for specific performance of the contract of sale for unit 203 of the Bennett Condominium located at 736 West 187th Street, New York, New York.

PARTIES

2. Crossclaimant Philippe Lambert is an individual residing at 355 West 85th Street, New York, New York.

3. Crossclaim-Defendant Abbas Kashani is an individual residing at 340 West 57th Street, New York, New York.

CROSSCLAIM

4. Article VII §1(a) of the By-Laws of the Bennett Condominium provides that:

"Any unit owner who receives a bona fide offer (hereinafter called an 'Outside Offer') for the sale of his or her unit ...which he or she intends to accept ... shall offer to sell such unit, together with the Appurtenant Interests, to the Board of managers or its designee." The Section further provides that: "Within 30 days after receipt of such notice, the Board of Managers may elect by notice to such unit owner ... to produce a purchaser who will purchase such unit, together with the Appurtenant Interests, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering unit owner."

5. On November 14, 2006, Crossclaim-Defendant presented the Board of Managers for the Bennett Condominium with an outside offer for the sale of Units 202 and 203 (the "Outside Offer").

6. On December 12, 2006, pursuant the Board of Managers exercised its option to purchase Units 202 and 203 from Crossclaim-Defendant by designating Crossclaimant and Gary I. Kahn as purchasers.

7. Pursuant to the Board of Managers of the Bennett Condominium's valid exercise of its right of first refusal pursuant to Article VII of the Condominium's By-Laws, Crossclaimant and Gary I Kahn are entitled to purchase Units 202 and 203 from Crossclaim-Defendant and Crossclaim-Defendant is obligated to sell Units 202 and 203 to Crossclaimant and Gary I Kahn.

8. Based upon the foregoing, Crossclaimant demands judgment against Crossclaim-Defendant directing Crossclaim-Defendant to sell Unit 203 to Crossclaimant upon the terms set forth in the Outside Offer.

PRAYER FOR RELIEF

WHEREFORE, Counterclaimant respectfully requests that this Court:

A. Enter an order dismissing the Complaint herein in its entirety;

B. Enter judgment on the Crossclaim against Abbas Kashani directing Abbas Kashani to sell Units 203 of the Bennet Condominium to Crossclaimant Philippe Lambert upon the terms set forth in the Outside Offer;

C. Award Crossclaimant his costs and disbursements;

D. Grant such other and further relief as the Court deems just and proper.

Dated: New York, New York
February 9, 2007

Yours, etc.

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